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and whose character is not in issue, the case not being a criminal one, nor the party's moral turpitude being alleged, is not limited to general reputation ante litem motam, and he stands in the same position as any other witness in that respect.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 970.]

3. Witnesses (§ 83*)—Competency—Parties in Civil Actions.—The fact that witnesses are parties to the litigation affects their credibility, but not their competency.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 906.]

4. Witnesses (§ 343*)—Impeachment—Place of Acquiring Reputation.—The place of acquiring reputation for which a witness may be impeached is not confined to his actual residence.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 970.]

5. Witnesses (§ 343*)—Impeachment—Place of Acquiring Reputation.—In a trainman's action for interference with his seniority rights incident to the employment, fellow workmen at the termini of the road and along the route were proper character witnesses to impeach his general reputation for truth and veracity, plaintiff having testified as a witness, and it was immaterial that they did not reside in his neighborhood.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 970.]

Error to Corporation Court of Bristol.

Action by W. T. Bickers against the Brotherhood of Railroad Trainmen. Judgment for plaintiff, and defendant brings error. Reversed.

John W. Price, of Bristol, *J. C. Wilburn*, of Knoxville, Tenn., and *F. W. De Friece*, of Bristol, for plaintiff in error.

Gilmer & Stant and *Geo. M. Warren*, all of Bristol, for defendant in error.

SCHOOL BOARD OF LIPPS DIST. NO. 4 OF WISE COUNTY
v. SAXON LIME & LUMBER CO.

Sept. 20, 1917.

[93 S. E. 579.]

Contracts (§ 4*)—Implied Contracts—Quantum Meruit.—The contractor, who had agreed to construct a school building, entered into a contract with plaintiff for the millwork. Before the millwork material was delivered, the contractor became a bankrupt, and he failed or refused to accept shipments of millwork made on the day he filed his petition in bankruptcy and the day following. Plaintiff notified the carrier's agent not to deliver the shipments to any one except on a written order, but, notwithstanding the instructions, the ma-

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

terial was delivered to the agent of the contractor's trustee in bankruptcy. The trustee at that time expected to complete the contract, but, abandoning his intention, expressly relinquished his previously asserted rights to the materials. The chairman of the school board, which used the materials in completing the building, wrote plaintiff that the bill for material had been delivered to them by the trustee and that they would not try to evade payment. Held, that regardless of whether plaintiff had any right of stoppage in transitu or whether there was any express contract, there was an implied agreement on the part of the school board to pay for the materials.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 301.]

Error to Circuit Court, Wise County.

Assumpsit by the Saxon Lime & Lumber Company against the School Board of Lipps District No. 4 of Wise County. There was a judgment for plaintiff, and defendant brings error. Affirmed.

Bond & Bruce, of Wise, for plaintiff in error.

Vicars & Peery, of Wise, for defendant in error.

VICARS *v.* WEISIGER CLOTHING CO. et al.

Sept. 20, 1917.

[93 S. E. 580.]

1. Vendor and Purchaser (§ 239 (4)*)—Bona Fide Purchaser—Protection against Judgment Lien.—A bona fide purchaser of land without notice that a judgment debtor had any equitable interest therein was protected against the judgment creditor's lien.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 593.]

2. Vendor and Purchaser (§ 244*)—Bona Fide Purchaser—Sufficiency of Evidence.—Evidence as to fraud upon creditors, not presented until 20 years after occurrences referred to and after the debtor had been a fugitive from justice for many years, held insufficient to support a judgment creditor's lien as against a bona fide purchaser.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 602.]

3. Estoppel (§ 68 (5)*)—Previous Assertion of Title in Another.—Plaintiff, having in another action alleged title in defendant's predecessor and received benefit of such litigation, held estopped to deny validity of bona fide sale to defendant under decree in former suit so as to enforce a judgment lien.

[Ed. Note.—For other cases, see 5 Va.-W. Va. Enc. Dig. 283, 288.]

Appeal from Circuit Court, Russell County.

Bill by the Weisiger Clothing Company and others against

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